



**IT IS ORDERED as set forth below:**

**Date: March 12, 2014**

A handwritten signature in black ink, appearing to read "Barbara Ellis-Monro", is written over a horizontal line.

**Barbara Ellis-Monro  
U.S. Bankruptcy Court Judge**

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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN THE MATTER OF:  
Luther Holmes,  
Gwenzella L. Holmes,  
Debtors.

CHAPTER 7

JUDGE BARBARA ELLIS-MONRO

CASE NO. 13-64738

Gateway One Lending & Finance, LLC,  
Plaintiff,

Adversary Proceeding No.  
13-05338

v.

Luther Holmes and  
Gwenzella L. Holmes,  
Defendants.

**CONSENT JUDGMENT ON COMPLAINT TO DETERMINE DISCHARGEABILITY  
OF DEBT PURSUANT TO 11 U.S.C. §§523(a)(2)(A) and 523(a)(2)(B)**

IT APPEARING that Plaintiff GATEWAY ONE LENDING & FINANCE, LLC ("G.O.L.F.") filed a Complaint pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (B) on or about September 27, 2013 (the "Complaint"), and Defendants Luther Holmes and Gwenzella L. Holmes (collectively "Defendants") filed an answer to the Complaint on October 29, 2013, and it appearing that G.O.L.F. and Defendants have agreed to settle and compromise the dispute, it is,

**ORDERED AND ADJUDGED** that Judgment is entered in favor of Plaintiff and against Defendants and the Defendants' debt to Plaintiff is hereby declared non dischargeable pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (B) and is excepted from discharge. The Judgment will not be discharged in this case or any other case Defendants may file under Title 11 of the United States Code pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (B).

**IT IS FURTHER ORDERED AND ADJUDGED** that the Plaintiff have and recover a Judgment (the "Judgment") against the Defendants, jointly and severally, in the total amount of Thirty-Three Thousand One Hundred Fifty Seven and 52/100 Dollars (\$33,157.52) (the "Judgment Amount"), which sum is comprised of \$26,155.84 principal, \$2,039.57 interest, \$450.00 late charges, \$2,347.11 legal fees and \$2,165.00 repossession expenses.

**IT IS FURTHER ORDERED AND ADJUDGED** that a Writ of Execution shall issue in favor of Plaintiff for the above amounts.

**IT IS FURTHER ORDERED** that Plaintiff shall forbear from taking any action to enforce the Judgment, except as prescribed herein, provided Defendants make payments to Plaintiff in satisfaction of the Judgment Amount as follows: commencing February 15, 2014<sup>1</sup>, Defendants shall pay \$150.00 monthly to Plaintiff, with payments continuing on the 15th day of each successive month thereafter; commencing January 15, 2016, Defendants shall pay \$400.00 monthly to Plaintiff, with payments continuing on the 15th day of each successive month thereafter, until the Judgment Amount is paid in full. Defendants may prepay the entire amount at any time without penalty. Payments are to be made payable to G.O.L.F. and mailed to the following address: 160 N. Riverview Drive, Suite 100, Anaheim, CA 92808.

**IT IS FURTHER ORDERED** that time is of the essence in this Judgment. Provided that Defendants make the payments as set forth above, G.O.L.F. will not take any action to

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<sup>1</sup>Plaintiff acknowledges receipt of the first installment payment due on February 15, 2014, prior to the submission of this Consent Judgment.

collect any amounts owed or otherwise enforce this Judgment. Upon timely payments as set forth above, Defendants' obligations to G.O.L.F. shall be satisfied and paid in full. If the Defendants fail to make any payments as agreed, G.O.L.F. shall provide Defendants and their attorney of record notice of the default by first class mail and Defendants shall have ten (10) days from the date the notice is mailed to cure the default.

For the purposes of notice under this Judgment, the addresses to be used are:

For the Plaintiff:

Gateway One Lending & Finance, LLC  
160 N. Riverview Drive, Suite 100  
Anaheim, CA 92808

McCullough Payne & Haan, LLC  
271 17<sup>th</sup> Street, NW, Suite 2200  
Atlanta, Georgia 30363-1032

For the Defendants:

Gwenzella L. Holmes  
5198 Winding Stream Court  
Stone Mountain, GA 30088

Luther Holmes  
5198 Winding Stream Court  
Stone Mountain, GA 30088

Latrice Latin, Esq.  
44 Broad Street NE, Suite 800  
Atlanta, Georgia 30303

**IT IS FURTHER ORDERED** that in the event Defendants fail to cure the default after proper notice, G.O.L.F. shall be entitled to pursue any and all remedies allowed by law to collect the full balance owed on the Judgment Amount less credit for payments made by Defendants hereunder. G.O.L.F. shall also be entitled to collect all accrued post-judgment interest at the rate as prescribed by law.

**END OF DOCUMENT**

PREPARED AND PRESENTED BY:

\_\_\_/s/ Christopher J. Reading\_  
Christopher J. Reading  
Georgia Bar No.: 141761  
McCULLOUGH PAYNE & HAAN, LLC  
271 17th Street, NW, Suite 2200  
Atlanta, Georgia 30363  
creading@mphlawfirm.com  
O: (404) 873-1386  
ATTORNEYS FOR GATEWAY ONE LENDING & FINANCE, LLC

CONSENTED TO BY:

\_\_\_/s/ Latrice L. Latin\_\_\_\_\_  
Latrice L. Latin  
by Christopher J. Reading with express permission  
Georgia Bar No.: 116907  
THE LATIN LAW GROUP, LLC  
44 Broad Street NE, Suite 800  
Atlanta, Georgia 30303  
llatin@latinlawgroupllc.com  
O: (678) 890-5868  
ATTORNEY FOR DEFENDANTS

**DISTRIBUTION LIST**

Debtor(s):

Gwenzella L. Holmes  
5198 Winding Stream Court  
Stone Mountain, GA 30088

Luther Holmes  
5198 Winding Stream Court  
Stone Mountain, GA 30088

Debtor(s ) Attorney:

Latrice Latin, Esq.  
44 Broad Street NE, Suite 800  
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